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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JOE HAND PROMOTIONS, INC.,
as Plaintiff,

vs.

TYRON SNOWDEN WOODS AND
DOROTHY NARVAEZ WOODS A/K/A
DOROTHY MAY NARVAEZ-WOODS,
INDIVIDUALLY and d/b/a FAR EAST
ROCK; and FAR EAST ROCK, INC., an
unknown business entity d/b/a FAR EAST
ROCK,

as Defendants.

JURY TRIAL DEMANDED

TYRON SNOWDEN WOODS AND
DOROTHY NARVAEZ WOODS,
INDIVIDUALLY and d/b/a FAR EAST
ROCK; and FAR EAST ROCK, INC.,

as Third-Party Plaintiffs,
JURY TRIAL DEMANDED

vs.

DIRECTV, INC.

As Third-Party Defendant.

Case No.: 10CV0481BTMBLM

**ANSWER OF DEFENDANTS TYRON
SNOWDEN WOODS AND DOROTHY
NARVAEZ WOODS, INDIVIDUALLY and
d/b/a FAR EAST ROCK; and FAR EAST
ROCK, INC.; AND THIRD-PARTY
COMPLAINT AGAINST DIRECTV, INC.**

*[Pursuant to Federal Rules of Civil Procedure,
Rules 8(b), 12(a), and 14(a)]*

1 COME NOW defendants TYRON SNOWDEN WOODS and DOROTHY NARVAEZ WOODS,
2 individually and d/b/a FAR EAST ROCK, and FAR EAST ROCK, INC. (collectively referred to
3 as “defendants” herein), appearing by counsel, and file this Answer and Defenses in response to the
4 Complaint of plaintiff JOE HAND PROMOTIONS, INC.

5 AND NOW, the defendants answer the Complaint, paragraph by paragraph, as follows:

- 6 1. Admit.
- 7 2. Admit.
- 8 3. Admit that there is personal jurisdiction only.
- 9 4. Admit that venue is proper.
- 10 5. Admit that intradistrict assignment is proper.
- 11 6. Defendants are without sufficient information to admit or deny.
- 12 7. Admit.
- 13 8. Admit.
- 14 9. Admit.
- 15 10. Deny.
- 16 11. Defendants are without sufficient information to admit or deny.
- 17 12. Defendants are without sufficient information to admit or deny.
- 18 13. Defendants are without sufficient information to admit or deny.
- 19 14. Deny.
- 20 15. Deny.
- 21 16. Defendants are without sufficient information to admit or deny.
- 22 17. Deny.
- 23 18. Deny.
- 24 19. Deny.
- 25 20. Deny.
- 26 21. Deny.
- 27 22. Deny.

1 23. Deny.

2 24. Deny.

3 25. Deny.

4 26. Deny.

5 27. Deny.

6 28. Deny.

7 29. Deny.

8 30. Defendants are without sufficient information to admit or deny.

9 31. Defendants are without sufficient information to admit or deny.

10 32. Deny.

11 33. Deny.

12 34. Deny.

13 35. Deny.

14 36. Deny.

15 37. Deny.

16 38. Deny.

17 In response to the paragraphs following paragraph 38, beginning with the words
18 "WHEREFORE, Plaintiff prays" the defendants deny plaintiff is entitled to the relief prayed for or
19 any relief whatsoever.

20 AND NOW, after having answered the Complaint, paragraph by paragraph, and having
21 denied all liability, the defendants further set forth the following affirmative defenses:

22 **FIRST DEFENSE**

23 Plaintiff's claims are barred by the applicable statutes of limitations.

24 **SECOND DEFENSE**

25 As a matter of fact and law, plaintiff has no claim against the defendants.

26 **THIRD DEFENSE**

27 Defendants obtained what they believed was a proper license to display the subject

1 program.

2 **FOURTH DEFENSE**

3 Defendants paid for the right to display the subject program.

4 **FIFTH DEFENSE**

5 The Complaint as a whole, and each of the purported causes of action thereof fail to set
6 forth facts sufficient to constitute any Cause of Action against these answering defendants.

7 **SIXTH DEFENSE**

8 These answering defendants allege that to the extent plaintiff seeks equitable relief,
9 plaintiff's conduct constitutes unclean hands and therefore bars the granting of relief to plaintiff
10 herein.

11 **SEVENTH DEFENSE**

12 Answering defendants' conduct is not the actual or proximate cause of plaintiff's alleged
13 injuries.

14 **EIGHTH DEFENSE**

15 Any alleged injury suffered by plaintiff was solely caused by the acts of others, and is the
16 result of causes that are independent of these answering defendants' alleged conduct.

17 **NINTH DEFENSE**

18 These answering defendants allege that they have suffered damage by reason of plaintiff's
19 conduct; that they have the right of offset if any amount of money is owed to defendants or due
20 defendants by way of damage.

21 **TENTH DEFENSE**

22 These answering defendants are informed and believe and on such information and belief
23 allege, that plaintiff was engaged in conduct that constitutes a waiver of plaintiff's rights.

24 **ELEVENTH DEFENSE**

25 These answering defendants allege that the plaintiff herein and each and every purported
26 Cause of Action in the Complaint are barred because plaintiff has engaged in acts and courses of
27 conduct which rendered plaintiff in pari delicto.

1 **TWELFTH DEFENSE**

2 These answering defendants allege that the plaintiff herein, and each and every Cause of
3 Action contained in the Complaint, are barred by reason of acts, omissions, representations and
4 courses of conduct by plaintiff by which defendants were led to rely to their detriment, thereby
5 barring, under the doctrine of equitable estoppel, any Causes of Action asserted by the plaintiff.

6 **THIRTEENTH DEFENSE**

7 These answering defendants allege that the plaintiff's claims are barred by the provisions of
8 *California Civil Code §1624*, i.e., the Statute of Frauds.

9 **FOURTEENTH DEFENSE**

10 These answering defendants are informed and believe and thereon allege that plaintiff has
11 failed to mitigate and lessen damages, if any it sustained, as required by law, and are barred from
12 recovery by reason thereof against defendants.

13 **FIFTEENTH DEFENSE**

14 These answering defendants are informed and believe and thereon allege that the matters
15 complained of in the Complaint were proximately caused, in whole or in part, by the acts or
16 omissions of a third party or parties or plaintiff. Accordingly, the liability of the defendants and
17 responsible parties, named or unnamed, should be apportioned according to their respective
18 degrees of fault or other legal responsibility, and the liability, if any, of these answering defendants
19 should be reduced accordingly.

20 **SIXTEENTH DEFENSE**

21 The defendants need investigation and discovery to determine the extent of the defenses
22 and the extent of their affirmative claims, if any, and defendants hereby reserve all defenses to be
23 set forth in amended pleadings, and all claims to be set forth in amended pleadings, pending
24 investigation and discovery.

25 **SEVENTEENTH DEFENSE**

26 The defendants were not aware and had no reason to believe that their acts constituted any
27 violation of law, including but not limited to 47 U.S.C. §553 and 47 U.S.C. §605.

1 **THIRD-PARTY COMPLAINT**

2 Pursuant to *Federal Rules of Civil Procedure, Rule 14(a)*, Defendants/Third-Party
3 Plaintiffs TYRON SNOWDEN WOODS and DOROTHY NARVAEZ WOODS, individually and
4 d/b/a FAR EAST ROCK, and FAR EAST ROCK, INC. (collectively referred to as
5 “Defendants/Third-Party Plaintiffs” herein), by counsel, submit this Third-Party Complaint against
6 Third-Party Defendant DIRECTV, INC., and in support thereof show unto this Honorable Court
7 the following:

8 **Parties**

9 1. TYRON SNOWDEN WOODS is an individual residing within the venue of this
10 court. DOROTHY NARVAEZ WOODS is also an individual residing within the venue of this
11 court. Collectively, they are the owners and operators of the business entity FAR EAST ROCK,
12 INC. Each reference herein throughout to Defendants/Third-Party Plaintiffs or any one of them
13 individually includes collectively all of these parties.

14 2. FAR EAST ROCK, INC. is a California corporation formed and doing business
15 within the venue of this court. It is doing business as FAR EAST ROCK.

16 3. DIRECTV, INC. is a California corporation formed and doing business within the
17 venue of this court.

18 **Jurisdiction and Venue**

19 4. This Court has personal jurisdiction over all of the parties involved in this action
20 due to the contacts that the parties have with the forum state of California. The court has subject
21 matter jurisdiction over this Third-Party Complaint pursuant to *28 U.S.C. §1367* because these
22 claims arise out of the same case or controversy.

23 5. Venue is proper in this court because a substantial part of the events or omissions
24 giving rise to this claim occurred in this District. *28 U.S.C. §1391(b)*.

25 **Background and Factual Allegations**

26 6. TYRON SNOWDEN WOODS and his wife DOROTHY NARVAEZ WOODS are
27 small business owners, who own and run a local bar in Imperial Beach, California, called FAR

1 EAST ROCK. The address for this local establishment is 992 Palm Avenue, Imperial Beach,
2 California 91932.

3 7. On December 1, 2007, TYRON SNOWDEN WOODS was shopping in a local
4 Costco store, when he came upon a DIRECTV, INC. booth that was operating at Costco. TYRON
5 SNOWDEN WOODS had a discussion with the DIRECTV, INC. employees at this booth
6 regarding ordering and installing television service for his bar in Imperial Beach. In that
7 conversation, TYRON SNOWDEN WOODS specifically informed the agent of DIRECTV, INC.
8 that he needed a commercial television account because the location of the television service was
9 to be his business, the bar known as FAR EAST ROCK. TYRON SNOWDEN WOODS was
10 informed by DIRECTV, INC. that he could have the television account set up and installed for his
11 business location. In fact, the document regarding this order specifically states "THIS IS A
12 BUSINESS LOCATION FAR EAST ROCK (BAR)." (See Exhibit 1, attached hereto).

13 8. A few days later, specifically on December 5, 2007, the requested television service
14 was installed at FAR EAST ROCK. When the DIRECTV, INC. personnel came to perform the
15 installation it was obvious that this was a business establishment. Therefore, the account should
16 have been designated as a commercial account instead of residential, in accordance with the
17 specific instructions from TYRON SNOWDEN WOODS (as documented in DIRECTV, INC.'s
18 own form), and consistent with the nature of the location where the installation was taking place.
19 Following the installation, Defendants/Third-Party Plaintiffs believed that the installation was
20 done correctly and believed that DIRECTV, INC. was charging the correct amount for the
21 television signals and subscription to the television service.

22 9. When the DIRECTV, INC. employee, specifically Gene, arrived at FAR EAST
23 ROCK, the establishment was already set up as a business. All of the normal indications that FAR
24 EAST ROCK was conducting a business operation were present, including but not limited to the
25 bar, seating area, employees working, and customers. The DIRECTV, INC. employee who
26 installed the service at FAR EAST ROCK did in fact observe all of the indications that this was a
27 commercial establishment, and thus knew that a commercial account would be necessary.

1 10. Due to the numerous instructions that TYRON SNOWDEN WOODS provided to
2 DIRECTV, INC. to set up the account for the business as a commercial account (as well as the
3 obvious fact that it was a commercial establishment), following the installation on December 5,
4 2007, Defendants/Third-Party Plaintiffs believed it to be set up appropriately, and in accordance
5 with the documented instructions. Defendants/Third-Party Plaintiffs had no reason to believe that
6 DIRECTV, INC. failed to set up the television account correctly.

7 11. Defendants/Third-Party Plaintiffs wanted to exhibit an Ultimate Fighting program
8 at FAR EAST ROCK on Saturday, March 7, 2009, specifically Ultimate Fighting Championship
9 96: Jackson v. Jardine (the "subject fight program"), so in preparation for that event,
10 Defendants/Third-Party Plaintiffs ordered the program through DIRECTV, INC.
11 Defendants/Third-Party Plaintiffs ordered the subject fight program and paid for it through
12 DIRECTV, INC. not knowing that the account that DIRECTV, INC. set up for FAR EAST ROCK
13 was a residential account instead of commercial, contrary to what was requested. As a
14 consequence, Defendants/Third-Party Plaintiffs were not charged the correct amount to display the
15 subject fight program. When Defendants/Third-Party Plaintiffs ordered the subject fight program
16 they reasonably relied upon DIRECTV, INC.'s knowledge, familiarity, and experience with pay-
17 per-view programs to charge the correct amount for Defendants/Third-Party Plaintiffs to lawfully
18 display the subject fight program.

19 12. Following what Defendants/Third-Party Plaintiffs believed to be a lawful exhibition
20 of the fight program on March 7, 2009, they were contacted by JOE HAND PROMOTIONS, INC.,
21 who, through counsel Thomas Riley, insisted that the exhibition was unlawful. Specifically, a
22 letter was sent dated April 15, 2009, from counsel for JOE HAND PROMOTIONS, INC.
23 Following the letter, the attempt to settle was not successful, and counsel for JOE HAND
24 PROMOTIONS, INC. filed this underlying lawsuit. Thus, in this underlying action,
25 Defendants/Third-Party Plaintiffs have been forced to defend themselves and incur significant
26 damages and liabilities to JOE HAND PROMOTIONS, INC. due to the failures of DIRECTV,
27 INC. to appropriately set up the television service at the bar and charge Defendants/Third-Party

1 Plaintiffs the correct amount for pay-per-view of the subject fight program as a commercial
2 establishment.

3 COUNT 1

4 *Negligent Misrepresentation*

5 **TYRON SNOWDEN WOODS and DOROTHY NARVAEZ WOODS, individually and**
6 **d/b/a FAR EAST ROCK, and FAR EAST ROCK, INC. vs. DIRECTV, INC.**

7 13. Defendants/Third-Party Plaintiffs hereby incorporate by reference paragraphs 1
8 through 12 as though fully set forth within.

9 14. Third-Party Defendant DIRECTV, INC. made representations to Defendants/Third-
10 Party Plaintiffs regarding whether the television account for FAR EAST ROCK was appropriately
11 set-up as a commercial establishment. DIRECTV, INC. negligently made false representations
12 about the television account for FAR EAST ROCK being set up as a commercial account, when it
13 was in fact set up as a residential account and was billed accordingly. This initial representation
14 was made at the time TYRON SNOWDEN WOODS ordered the television service on December
15 1, 2007, at Costco. Additionally, when Defendants/Third-Party Plaintiffs ordered the subject fight
16 program in March of 2009 DIRECTV, INC. made representations that it would provide the
17 television signal lawfully, and conveyed that it was charging Defendants/Third-Party Plaintiffs the
18 correct amount to display the subject fight program at this commercial establishment. Those
19 negligent representations that DIRECTV, INC. made were false.

20 15. The agents of DIRECTV, INC. who made the negligent misrepresentations were
21 specifically the person that worked for DIRECTV, INC. at DIRECTV, INC.'s booth in Costco
22 who communicated with TYRON SNOWDEN WOODS regarding setting up the television
23 account, as alleged above, as well as the agent for DIRECTV, INC., Gene, who installed the
24 hardware and physically set up the television equipment at FAR EAST ROCK. Additionally,
25 when Defendants/Third-Party Plaintiffs ordered the subject fight program through DIRECTV,
26 INC., DIRECTV, INC. made representations that it would be providing the bar with a lawful
27 television signal and was charging the correct amount. All of the individuals who made those

1 representations were authorized agents of DIRECTV, INC. and at the time of making the
2 representations herein alleged, and at all times herein mentioned, these agents were acting within
3 the course and scope of their agency, employment, and authority for DIRECTV, INC.

4 16. DIRECTV, INC. had no reasonable grounds to believe that the representations
5 made by its authorized agents were true, namely that the television account for the FAR EAST
6 ROCK location was appropriately set up and being billed as a commercial account, and that the
7 subject fight program would be lawfully provided and the correct amount was charged. The
8 representations that were made that the account was appropriately set up as a commercial account
9 and the television signal for the subject fight program was being lawfully provided and correctly
10 billed were in fact false, and were furthermore of material facts. Such representations were made
11 with the intent that Defendants/Third-Party Plaintiffs would rely upon them, and
12 Defendants/Third-Party Plaintiffs did in fact justifiably rely upon the representations, which
13 proximately caused them significant damages.

14 17. DIRECTV, INC. by and through its authorized agents, made the following
15 representations to Defendants/Third-Party Plaintiffs when DIRECTV, INC. knew or reasonably
16 should have known that said representations were false.

17 a. On December 1, 2007, an authorized agent for DIRECTV, INC. working at the
18 DIRECTV, INC. booth in Costco falsely informed and typed on the order form that
19 the television account being set up for the FAR EAST ROCK location was a
20 commercial account, and would be charged accordingly.

21 b. On December 5, 2007, an authorized agent for DIRECTV, INC., namely Gene,
22 falsely informed TYRON SNOWDEN WOODS in person when he came to install
23 the television system at DIRECTV, INC. that the account was correctly set up as a
24 commercial account.

25 c. In approximately March of 2009 when Defendants/Third-Party Plaintiffs ordered
26 the subject fight program for the bar, DIRECTV, INC. falsely conveyed that it
27 would lawfully provide the television signal for the subject fight program and
28

1 would correctly bill Defendants/Third-Party Plaintiffs based upon the facility being
2 a bar and commercial establishment.

3 18. DIRECTV, INC.'s representations were material to Defendants/Third-Party
4 Plaintiffs' decision to keep using the television system that Defendants/Third-Party Plaintiffs
5 believed was lawful, and most importantly, the representations were material to defendants/Third-
6 Party Plaintiffs' decision to order the subject fight and exhibit it, believing such actions to be
7 lawful.

8 19. When each and every one of the above representations were made by the authorized
9 agents of DIRECTV, INC., Defendants/Third-Party Plaintiffs did not know that the statements
10 were false, despite exercising reasonable diligence in the execution of the agreements between
11 them. Defendants/Third-Party Plaintiffs could not sooner obtain the knowledge of the falsity of
12 these representations because DIRECTV, INC. and its agents were not honest with
13 Defendants/Third-Party Plaintiffs regarding the status of the subject television account and the
14 legality of the television signal that was provided. It was not until significantly later that
15 Defendants/Third-Party Plaintiffs discovered the facts that informed them of the untrue nature of
16 the representations made by DIRECTV, INC. Specifically, it was not until well after JOE HAND
17 PROMOSIONS, INC. began pursuing Defendants/Third-Party Plaintiffs legally that
18 Defendants/Third-Party Plaintiffs were put on notice as to the numerous negligent
19 misrepresentations of DIRECTV, INC.

20 20. As a direct and proximate result of DIRECTV, INC.'s negligent misrepresentations,
21 Defendants/Third-Party Plaintiffs have been forced to defend themselves in this underlying lawsuit
22 filed by JOE HAND PROMOTIONS, INC. and have incurred significant damages. Had
23 Defendants/Third-Party Plaintiffs known the actual facts, they would not have ordered and paid for
24 merely a residential license to exhibit the subject fight program at the bar, and would not have
25 shown it illegally at FAR EAST ROCK, thereby avoiding the legal action that JOE HAND
26 PROMOSIONS, INC. has taken against them.

27 ///

21. As a direct and proximate result of DIRECTV, INC.'s negligent misrepresentations, Defendants/Third-Party Plaintiffs have sustained significant damages, in an amount undetermined at this time, but according to proof at the time of trial.

22. WHEREFORE, Defendants/Third-Party Plaintiffs pray for judgment against
DIRECTV, INC., as more fully set forth below, and according to proof at the time of trial.

COUNT 2

Breach of Contract

8 TYRON SNOWDEN WOODS and DOROTHY NARVAEZ WOODS, individually and
9 d/b/a FAR EAST ROCK, and FAR EAST ROCK, INC. vs. DIRECTV, INC.

10 23. Defendants/Third-Party Plaintiffs hereby incorporate by reference paragraphs 1
11 through 22 as though fully set forth within.

24. Defendants/Third-Party Plaintiffs entered into contracts with DIRECTV, INC. Specifically, there was an agreement between Defendants/Third-Party Plaintiffs and DIRECTV, INC. that DIRECTV, INC. would install and provide a television signal and services for the business establishment known as FAR EAST ROCK, and charge them appropriately. TYRON SNOWDEN WOODS initially ordered the DIRECTV, INC. service at the DIRECTV, INC. booth at a Costco store on December 1, 2007, and the agreement was documented in a written contract. (See Exhibit 1, attached hereto.) This written contract is also signed by a representative of DIRECTV, INC. and it specifically states that “THIS IS A BUSINESS LOCATION FAR EAST ROCK (BAR).” Despite the contract to install and provide the television service for a commercial establishment, DIRECTV, INC. breached this contract by installing a residential account. Defendants/Third-Party Plaintiffs did not discover the breach that DIRECTV, INC. committed regarding this contract until significantly later, despite diligence on the part of Defendants/Third-Party Plaintiffs. Defendants/Third-Party Plaintiffs had no reason to suspect that the television service was installed incorrectly. Additionally, there was a contract between Defendants/Third-Party Plaintiffs and DIRECTV, INC. specifically regarding the subject fight program wherein the subject fight was ordered in and around March of 2009, and DIRECTV, INC. agreed to lawfully

1 provide the television signal and bill appropriately for the commercial establishment. Again,
 2 despite diligence on the part of Defendants/Third-Party Plaintiffs, the breach committed by
 3 DIRECTV, INC. was not discovered until later, once Defendants/Third-Party Plaintiffs had been
 4 informed by counsel for JOE HAND PROMOTIONS, INC. that the exhibition of the program was
 5 unlawful.

6 25. Defendants/Third-Party Plaintiffs performed all conditions, covenants, and
 7 promises required on their part to be performed in accordance with the terms and conditions of the
 8 contracts.

9 26. Despite undertaking specific obligations towards Defendants/Third-Party Plaintiffs,
 10 DIRECTV, INC. breached their contracts by failing to install and designate the television account
 11 for FAR EAST ROCK as a commercial account and bill accordingly. Most importantly,
 12 DIRECTV, INC. failed to charge Defendants/Third-Party Plaintiffs the correct price for the
 13 television signal for the subject fight program.

14 27. As a consequence of DIRECTV, INC.'s breaches, and as a direct and proximate
 15 result thereof, Defendants/Third-Party Plaintiffs have sustained significant damages, in an amount
 16 undetermined at this time, but according to proof at the time of trial. The damages include, but are
 17 not limited to, being subjected to a lawsuit brought by JOE HAND PROMOTIONS, INC. due to
 18 the breach of contract that DIRECTV, INC. committed towards Defendants/Third-Party Plaintiffs
 19 regarding the subject fight program.

20 28. WHEREFORE, Defendants/Third-Party Plaintiffs pray for judgment against
 21 DIRECTV, INC., as more fully set forth below, and according to proof at the time of trial.

22 COUNT 3

23 *Violation of California Business & Professions Code §17200 - Unfair Business Practices*
 24 **TYRON SNOWDEN WOODS and DOROTHY NARVAEZ WOODS, individually and**
 25 **d/b/a FAR EAST ROCK, and FAR EAST ROCK, INC. vs. DIRECTV, INC.**

26 29. Defendants/Third-Party Plaintiffs hereby incorporate by reference paragraphs 1
 27 through 28 as though fully set forth within.

1 30. DIRECTV, INC. engaged in unlawful, unfair, deceptive and/or fraudulent business
2 practices in violation of *California Business & Professions Code §17200*, among other laws and
3 regulations. The actions of DIRECTV, INC. were also in violation of *47 USCS §553* and *47 USCS*
4 *§605*.

5 31. The following are examples of the unfair and fraudulent business acts that
6 DIRECTV, INC. engaged in:

- 7 a. On December 1, 2007, an authorized agent for DIRECTV, INC. falsely informed
8 TYRON SNOWDEN WOODS at the DIRECTV, INC. booth at Costco that the
9 television account being set up for the FAR EAST ROCK location was a
10 commercial account, and would be charged accordingly.
- 11 b. On December 5, 2007, an authorized agent for DIRECTV, INC., Gene, falsely
12 informed TYRON SNOWDEN WOODS in person when he came to install the
13 television system at FAR EAST ROCK that the account was set up as a commercial
14 account, and would be charged accordingly.
- 15 c. DIRECTV, INC. installed a residential account at FAR EAST ROCK, despite the
16 fact that its owner TYRON SNOWDEN WOODS requested a commercial account
17 (as DIRECTV, INC. documented in writing), and the obvious fact that the location
18 is a bar.
- 19 d. DIRECTV, INC. did not charge the correct amount for the television signals going
20 to FAR EAST ROCK, in particular for the signal for the subject fight program that
21 Defendants/Third-Party Plaintiffs ordered in and around March of 2009, despite
22 assurances that DIRECTV, INC. would lawfully provide the pay-per-view program
23 that had been ordered.

24 32. The above acts and/or omissions of DIRECTV, INC. constitute unlawful, unfair,
25 deceptive and/or fraudulent business acts pursuant to *California Business & Professions Code*
26 *§17200*, which offend established public policy and/or are immoral, unethical, oppressive, and
27 unscrupulous.

1 33. As a direct, proximate, and foreseeable result of the wrongful conduct, as alleged
2 above, Defendants/Third-Party Plaintiffs continued to operate the television at FAR EAST ROCK
3 as though it was properly set up with a commercial account, and specifically Defendants/Third-
4 Party Plaintiffs ordered the subject fight and displayed it at FAR EAST ROCK, believing that they
5 had paid for the necessary commercial license to exhibit the program.

6 34. Defendants/Third-Party Plaintiffs paid a significant amount of money to DIRECTV,
7 INC. for television services and programming. Among numerous other payments, most
8 specifically Defendants/Third-Party Plaintiffs paid DIRECTV, INC. for the subject fight program.
9 As a proximate result of the unlawful and fraudulent acts that DIRECTV, INC. engaged in,
10 DIRECTV, INC. wrongfully obtained and retained certain benefits it was not entitled to, given that
11 it was not providing the lawful commercial television services that were promised to FAR EAST
12 ROCK. DIRECTV, INC. failed to provide the lawful television signal for the subject fight
13 program that Defendants/Third-Party Plaintiffs paid for in and around March of 2009.
14 Defendants/Third-Party Plaintiffs had a clear ownership interest in the money that they paid to
15 DIRECTV, INC.

16 35. Defendants/Third-Party Plaintiffs are entitled to relief, including full restitution of
17 all of the money that they paid to DIRECTV, INC. for television services and programming at
18 FAR EAST ROCK, including but not limited to the money specifically paid for the subject fight
19 program. Defendants/Third-Party Plaintiffs are entitled to the restoration of money that
20 DIRECTV, INC. acquired as a result of such unfair acts or practices.

21 36. Based upon DIRECTV, INC.'s unlawful, unfair, deceptive, and/or fraudulent
22 business acts as alleged herein above, defendants/Third Party Plaintiffs seek all authorized relief
23 available under California law, including but not limited to restitution of all money that was
24 wrongfully obtained and retained by means of unlawful, unfair, deceptive, and/or fraudulent
25 business practices.

26 37. WHEREFORE, Defendants/Third-Party Plaintiffs pray for judgment against
27 DIRECTV, INC., as more fully set forth below, and according to proof at the time of trial.

COUNT 4

Negligence

**TYRON SNOWDEN WOODS and DOROTHY NARVAEZ WOODS, individually and
d/b/a FAR EAST ROCK, and FAR EAST ROCK, INC. vs. DIRECTV, INC.**

38. Defendants/Third-Party Plaintiffs hereby incorporate by reference paragraphs 1 through 37 as though fully set forth within.

39. As alleged above, on December 1, 2007, Defendants/Third-Party Plaintiffs requested a commercial installation of television services at FAR EAST ROCK. Despite such request, and the written assurances by DIRECTV, INC. through its authorized agent that the installation would be complete and appropriate for the establishment, DIRECTV, INC. failed to set up this location with a commercial account, rather it was installed as a residential account. Due to this difference in account designation, the correct amount was not charged or billed to Defendants/Third-Party Plaintiffs for the exhibition of the subject pay-per-view program. When Defendants/Third-Party Plaintiffs ordered and paid for the subject fight program in and around March of 2009 from DIRECTV, INC., DIRECTV, INC. failed to competently and lawfully provide the television signal in accordance with all applicable federal laws and regulations regarding pay-per-view programs, and failed to correctly bill Defendants/Third-Party Plaintiffs for the subject fight program. As a result of these failures, Defendants/Third-Party Plaintiffs suffered significant damages when they exhibited the subject fight program. Namely, Defendants/Third-Party Plaintiffs have been forced to defend themselves and incur significant liability and damages in this underlying subject lawsuit brought against them by JOE HAND PROMOTIONS, INC.

40. DIRECTV, INC. was negligent in the installation and set-up of the subject television account at FAR EAST ROCK, causing Defendants/Third-Party Plaintiffs to suffer significant damages, including having to defend themselves in this instant lawsuit brought by JOE HAND PROMOTIONS, INC. DIRECTV, INC. was also negligent more specifically regarding their provision of the television signal for the subject fight on March 7, 2009, when DIRECTV, INC. did not lawfully provide the signal, nor correctly bill Defendants/Third-Party Plaintiffs, who

1 were relying upon the expertise and competence of DIRECTV, INC. regarding pay-per-view
2 programming.

3 41. DIRECTV, INC., as the television signal provider, had a duty to exercise
4 reasonable and due care in the installation and set-up of commercial television accounts, as well as
5 a duty to exercise reasonable and due care in the provision of pay-per-view services that it was
6 providing. More specifically, DIRECTV, INC. had duties to install a television account that was
7 consistent with the commercial nature of a commercial establishment, install the hardware and set-
8 up the account to be a commercial account if requested by an establishment (and charge
9 accordingly), and not provide television signals for pay-per-view programs illegally. DIRECTV,
10 INC. had a duty to comply with all federal statutes regulating broadcasting and distributing of pay-
11 per-view programs, including but not limited to 47 U.S.C. §553 and 47 U.S.C. §605.

12 42. DIRECTV, INC. knew or should have known that the FAR EAST ROCK
13 establishment is a commercial establishment (namely a bar), and thus would require a commercial
14 television account with corresponding charges for services. This information was provided not
15 only by TYRON SNOWDEN WOODS directly to DIRECTV, INC. (as DIRECTV, INC.
16 documented in writing), but the DIRECTV, INC. agent who installed the hardware, Gene, had a
17 chance to personally observe the fact that FAR EAST ROCK is a commercial establishment.
18 Additionally, when Defendants/Third-Party Plaintiffs ordered the subject fight program in March
19 of 2009, they did so with the understanding that DIRECTV, INC. would provide a lawful signal
20 and bill correctly.

21 43. The reasonably prudent television signal provider would have known under the
22 circumstances of this case that the television account at FAR EAST ROCK needed to be set-up
23 and charged as a commercial account. With specific reference to the subject fight program, the
24 reasonably prudent television signal provider would have known under the circumstances of this
25 case that the subject fight program in March of 2009 being displayed at FAR EAST ROCK
26 required a commercial license, and the establishment should be billed accordingly.

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1 44. DIRECTV, INC. breached its duties of reasonable care by failing to exercise
2 reasonable care in the installation and set-up of the television account at FAR EAST ROCK.
3 DIRECTV, INC. set up the subject television account (and billed it) as a residential account when
4 it should have been set up as a commercial account as requested, and as was obviously necessary.
5 Most importantly, regarding the subject fight program, DIRECTV, INC. breached its duty of
6 reasonable care by failing to provide a lawful television signal (that was billed correctly) to
7 Defendants/Third-Party Plaintiffs for the subject fight program that was ordered in and around
8 March of 2009.

9 45. The breaches of DIRECTV, INC.'s duties were both the proximate cause and legal
10 cause of defendants/Third-Party Plaintiff's damages, as alleged above.

11 46. As a direct and proximate result of the negligent conduct of DIRECTV, INC. as
12 pled herein, Defendants/Third-Party Plaintiffs have sustained significant damages, in an amount
13 not yet fully ascertained at this time but according to proof at the time of trial.

14 47. WHEREFORE, Defendants/Third-Party Plaintiffs pray for judgment against
15 DIRECTV, INC., as more fully set forth below, and according to proof at the time of trial.

16 WHEREFORE, Defendants/Third-Party Plaintiffs demand judgment against DIRECTV,
17 INC. for compensatory and consequential damages in an amount to be proven at trial.
18 Defendants/Third-Party Plaintiffs further demand an award of all court costs, attorney fees and
19 pre-judgment and post-judgment interest. Defendants/Third-Party Plaintiffs further request that
20 they be awarded any other relief to which they are entitled based upon the claims pled or on any
21 other theories available under the facts and the law, and after completion of all necessary

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1 discovery and investigation into the wrongs perpetrated by DIRECTV, INC. Defendants/Third-
2 Party Plaintiffs also hereby demand a jury trial in this matter.

3 Respectfully submitted.

4 DATED: May 26, 2010

LAW OFFICE OF MATTHEW PARE

5

By: /s Matthew A. Paré

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Matthew A. Paré, Esquire
Counsel for Defendants/Third-Party
Plaintiffs

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8
9 **CERTIFICATE OF SERVICE**

10 I hereby certify that on May 26, 2010, I electronically filed the foregoing with the Clerk of
11 the Court using the ECF System which sent notification of such filing to the following:

12 Thomas P. Riley, Esq., State Bar No.: 194706
13 **LAW OFFICES OF THOMAS P. RILEY, P.C.**
14 First Library Square
15 1114 Fremont Avenue
16 South Pasadena, CA 91030-3227
17 Phone: (626) 799-9797
18 Fax: (626) 799-9795
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26 e-mail: mattparelawca@gmail.com

27 By: /s Matthew A. Paré

Matthew A. Paré, Esquire

Exhibit 1

89 000

PRINT ID: XT24W

DIRECTV

000 000-0000

IRONWOOD COMMUNICATIONS
1-800-805-8570

SCHED IN ARIZONA DBA IRONWOOD SOLUTIONS, INC.

SUBSCRIBER NUMBER	RESIDENCE PHONE	BUSINESS PHONE	W.O. DESCRIPTION	SCHEDULED		
8972200042879844	619-985-4917	619-985-4917	INSTALL KA/KU	DATE	TIME	UN
SERVICE NAME AND ADDRESS			REPRINT	MAP CODE	MGMT. AREA	SERVICE AREA
WOODS, TY 992 PALM AVE DECEMBER ORDER 117536764 IMPERIAL BEACH CA 91932-1534			REG	RS		51104
			DWELLING TYPE		TYPE HOOK-UP	
			1 UNIT UNKNOWN		GROUND MOUNT	
/CALLER NAME		HOUSE STATUS		BRIDGER ADDRESS		
75381524		SERV-ENTERTNMNT		DTV 99 9999 99		

NOTES TO I R TECHNICIAN

THIS IS A BUSINESS LOCATION FAR EAST ROCK (BAR)

DROP LOCATION

NUM
OUTL

WORK TO BE PERFORMED				IRD		OFFICE USE ONLY	
CODE	QTY.	DISCOUNT	DESCRIPTION	CHARGE	SERIAL NUMBER		
A1	1		4 OUTLETS				1479
F1	1		1 HIGH DEF				TECHNICIAN NAME
M3	1		3 MAIN				GENE
OR	1		KA/KU ODU				EMPLOYEE NUMBER
PG	1		1VR PEND PRG				PAYROLL CODE(S)
ZZ	1		ZZ				
TAL AMOUNT COLLECTED:				CUSTOM WORK OR EQUIPMENT SOLD <input type="checkbox"/> YES <input type="checkbox"/> NO			
COMPLETION				TROUBLE CALL RESOLUTION CODES			
DATE	START	STOP	CODE				
TECH. COMMENTS AND MATERIALS USED							

NON-STANDARD PRICE LIST	
TRIPOD	\$40
NON PENETRATING ROOF MOUNT	\$75
REMOTE SIG SENDER	\$49.95
UHF REMOTE	\$19.95
EXTRA CABLE PER FT.	\$25
CUSTOM WORK PER 1/2 HR	\$37.50
TOTAL PAYMENT	\$
CHECK (ATTACHED)	CHECK #
CREDIT CARD	TYPE
CARD #	
EXPIRATION DATE	/ /

Make all checks payable to:
IRONWOOD COMMUNICATIONS

I, the Customer, acknowledge receipt of the listed Equipment, and/or the satisfactory completion of the work including location, attachment, and cable routing. I understand I am responsible for the charges set forth above. Please read the Non Standard installation information on the back.

Customer Signature

Date

Technician Signature

Date